

BRANKICA BALABAN-CALVIGNAC [SBN 318248]
THE PIRNIA LAW GROUP
8549 Wilshire Blvd., Suite 1193
Beverly Hills, CA 90211
Tel: (844) 747-5294
Fax: (213) 986-3010
Email: Brankica@pirmialawgroup.com

Attorneys for Plaintiff
MERCEDES ROSARIO

ARTHUR J. CASEY [SBN 123273]
FORD, WALKER, HAGGERTY & BEHAR, LLP
16450 Los Gatos Blvd., Suite 110
Los Gatos, CA 95032
Tel: (408) 660-3102
Fax: (408) 660-3105
Email: acasey@fwhb.com

Attorneys for Defendant
COSTCO WHOLESALE CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

MERCEDES ROSARIO,

Plaintiff,

vs.

COSTCO WHOLESALE CORPORATION,
and DOES 1 to 50, inclusive

Defendants.

Case No. 5:22-cv-06086-NC

**STIPULATION TO CAP PLAINTIFF'S
DAMAGES AND REMAND; ORDER**

Judge: Hon. Nathanael M. Cousins

IT IS HEREBY STIPULATED by and between Plaintiff MERCEDES ROSARIO ("Plaintiff")
and Defendant COSTCO WHOLESALE CORPORATION ("Defendant" or "Costco"), by and
through their counsel of record, as follows:

1 1. Plaintiff, MERCEDES ROSARIO, a resident of California, brought the instant action
2 against Defendant COSTCO WHOLESALE CORPORATION, in the Superior Court of California,
3 County of Santa Clara.

4 2. Plaintiff claims personal injuries arising out of negligence and premises liability causes
5 of action which allegedly occurred on the premises of Defendant's warehouse located in San Jose,
6 California.

7 3. Plaintiff acknowledges that she initially claimed damages in excess of \$75,000.

8 4. On October 14, 2022, Defendant Costco removed this matter to the United States
9 District Court for the Northern District of California pursuant to U.S.C. §§ 1332, 1441, and 1367.

10 5. Plaintiff hereby agrees and stipulates that her damages, resulting from the alleged
11 incident that occurred on Defendant's premises on or about August 22, 2019, that are the subject of the
12 within action (formerly Santa Clara Superior Court Case No. 21CV387121) (hereinafter "the
13 litigation"), are hereby capped at \$74,999.99.

14 6. Plaintiff hereby agrees and stipulates that if her damages should exceed \$74,999.99,
15 she hereby waives the right to claim such damages as a result of the litigation.

16 7. Plaintiff hereby agrees and stipulates that her recovery of damages in the litigation,
17 including but not limited to economic damages and non-economic damages, are hereby capped at
18 \$74,999.99.

19 8. Plaintiff hereby agrees and stipulates that if her recovery of damages in the litigation
20 should exceed \$74,999.99, either by verdict or other means, she hereby waives the right to recover any
21 such damages in excess of \$74,999.99.

22 9. Plaintiff hereby agrees and stipulates that should any award or judgment be rendered or
23 entered against defendant with damages in excess of \$74,999.99, she will execute any necessary
24 documents to reduce such award or judgment to \$74,999.99 in damages, and will not execute on any
25 award or judgment in excess of \$74,999.99 in damages. The \$74,999.99 cap for recovery of damages
26 does not in any way limit the amount of costs that may be awarded to and recovered by plaintiff if so
27 recoverable.
28

10. The parties hereby agree that because the amount in controversy in this matter does not exceed \$75,000, diversity jurisdiction is lacking.

11. The parties further agree that in light of their agreement to cap Plaintiff's damages at \$74,999.99, the matter should be remanded to the Santa Clara County Superior Court, Case No.: 21CV387121.

12. The parties stipulate and request that an Order be issued in accordance with this Stipulation.

Respectfully submitted,

Dated: July 26, 2023

THE PRINIA LAW GROUP

By: Brankica Balaban-Calvignac
BRANKICA BALABAN-CALVIGNAC
Attorney for Plaintiff
MERCEDES ROSARIO

Dated: July 26, 2023

FORD, WALKER, HAGGERTY & BEHAR, LLP

By: /s/ Arthur J. Casey
ARTHUR J. CASEY
Attorney for Defendant
COSTCO WHOLESALE CORPORATION

ORDER

IT IS SO ORDERED.

DATED: July 27, 2023

